BANKRUPTCY—JURISDICTION—RECOVERY OF PROPERTY—ADVERSE CLAIMANTS.—The trustee succeeds to the title to fraudulently conveyed property of the bankrupt, and is under duty to reduce it to possession, and then to money—Sections 47(2), 67, 70. But as to the particular court in which he may seek its recovery, the act of 1898 is not very explicit. Section 23 confers upon the Circuit Court jurisdiction in suits between the trustee and adverse claimants. In the Act of 1841, Section 8, and in the Act of 1867, Section 2, the District Court was given concurrent jurisdiction. In *Bardes* v. *Bank*, 4 Am. B. R., 163 (1900), Justice GRAY decided that the act of '98 gave no such jurisdiction to the District Court, thus abrogating the theory of such jurisdiction on the ground of the original bankruptcy jurisdiction of the District Court under Section 2, (4), (6), (7). Consequently an assignee cannot be compelled to deliver property to the trustee by decree of the latter court, notwithstanding *Davis* v. *Bohle*, 1 Am. B. R., 412 (U. S. C. C., 8th Circ., 1899). *In re Gutwillig*, 1 Am. B. R., 388 (U. S. C. C., 2d Circ., 1899), and many other District and Circuit Court decisions.

A suit to recover property from an adverse claimant is not a suit in bankruptcy, but is independent of the bankruptcy proceedings, though it results therefrom. The object of Congress was to throw into State courts as many of such suits as possible. *Shoshone Mining Co.* v. *Rutter*, 177 U. S., 505 (1899).

It is, however, essential to determine what is an adverse claimant. The term signifies more than a refusal to obey the decree of the District Court; otherwise, any holder of property of the bankrupt could, by his contempt, oust the District Court of jurisdiction. In *Eyster* v. *Gaff*, 91 U. S., 505 (1875), MILLER, J., considered an adverse claimant one who contested the right to personal or real property with the bankrupt. In *Lathrop* v. *Drake*, 91 U. S., 516 (1875), BRADLEY, J., treated as adverse claimants those parties only who claim an adverse interest. GRAY, J., in *Bardes* v. *Bank*, *supra*, speaks of the adverse claimant as asserting a title. In all the cases an adverse claim is taken to mean some claim of lien, property interest, or color of title, which is to be adjudicated in a plenary suit. Accordingly, one who asserts no title, claims no interest, or sets up no adverse right, cannot avail himself of Section 23. It is within the jurisdiction and power of the District Court to decree a transfer or delivery by him on pain of contempt. *In re Morse*, 5 Am. B. R., 151 (Va., 1900). Similarly, a mere gratuitous bailee is amenable to such a decree of the District Court. True, the bankrupt himself would have been forced to resort to an action at law to regain possession, but this fact is not decisive. The Court which applied it as a test, *In re Nugent*, 5 Am. B. R., 176 (Ky., 1901), seems to have attached undue importance to the words in Section 23, which place the trustee in the position to bring all suits which the bankrupt could have brought. This provision marks the extent of power in the trustee where there are adverse claimants, but does not purport to define an adverse claim. *White* v. *Schloerb*, 4 Am. B. R., 178 (U. S. S. C.,

1900). Consequently, a contumacious refusal to deliver over goods or money of the bankrupt which the District Court finds in the hands of another, who simply denies the possession, should not compel a trustee to have recourse to the State or Circuit Courts for redress.

BANKRUPTCY—LIFE POLICY—PREMIUMS AS PROPERTY TRANSFERRED.—When an insolvent continues to pay premiums on a policy of which his wife is the beneficiary, are the premius paid to be considered property transferred in fraud of creditors, and to be recoverable by the trustee? In a recent English case, *In re Harrison*, II. Q.'s B. 710 (1900), the English Act of 1883, Section 47, enabling a trustee to avoid any "settlement," made within ten years, but during insolvency, was found not to embrace such premiums. A Court which takes the ground that debentures given by an insolvent father to a son who used them in working up a profitable business do not constitute "a settlement" within the act, *In re Plummer* II. Q.'s B., 790 (1900), could not consistently consider this payment of premiums a "settlement." That term is defined as a transfer by which the money or the proceeds are to be retained in the hands of a donee, or are in such form that they can be traced, *In re Tankard* II. Q's. B., 57 (1899), at page 60, *In re Player*, L. R., 15 Q.'s. B. D., 682 (1885). Now, each premium goes to maintain the whole policy, and no one premium can be said to represent a particular part of the policy or the insurance during a particular year. *New York Life Ins. Co.* v. *Statham*, 93 U. S., 24 (1876), *In re Anchor Ins. Co.*, 5 Chan., 632 (1870), at page 638. It may no more properly be contended that the premiums for ten of the twenty-two years during which they were paid existed in the insurance money, than that the debentures existed in the son's business. RIGBY, L. J, *In re Plummer*, pp. 800, 808. If the particular precceds must be shown to represent the gift, *In re Vansittart*, 1 Q. B., 181 (1893), neither of these cases falls within the category of "settlements." *Holt* v. *Everall*, 34 Law T. (N. S.), 599, for a construction of the English Act of 1868. Under the U.S. Act of 1898, when an insolvent has paid premiums during the four months' period on a policy having no cash surrender value to himself, and payable only to his wife, the trustee in bankruptcy has no rights as regards these premiums, (*In re Slingduff*, 5 Am. B. R., 76, (Md., 1900,) unless the Insurance Co. had actual or constructive notice of the fraud. *Central Bank* v. *Hume*, 128 U. S., 195 (1888). Otherwise the creditors are powerless. *Morris* v. *Dodd*, 36 S. E., 83, (Ga., 1900). Now when the insolvent not only becomes a bankrupt but dies, why should the creditors acquire additional right? It cannot be upon the ground of benefit enuring to the wife, for in such cases a charge upon her property, as for the cost improvements defrayed by the insolvent, rests upon the theory of her request or participation. *Seasongood* v. *Ware*, 104 Ala., 212 (1894), *Isham* v. *Schaffer*, 60 Barb., 317 (1871). A mere volunteer can-